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Secretary of State  
State of California

RESTATED ARTICLES OF INCORPORATION IPC

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OF

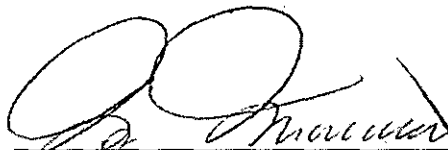
PATAGONIA, INC.

Rose Marcario and Hilary Dessouky certify that:

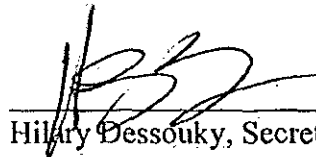
1. They are the President and the Secretary, respectively, of Patagonia, Inc. (this "Corporation").
2. The Articles of Incorporation of this Corporation are hereby amended and restated in full to read in their entirety as set forth in EXHIBIT A attached hereto, and EXHIBIT A attached hereto is hereby incorporated into this certificate by reference as if fully set forth herein.
3. The foregoing Restated Articles of Incorporation have been duly approved by the Board of Directors.
4. The foregoing Restated Articles of Incorporation have been duly approved by the required vote of shareholders in accordance with Section 902 and Section 14610(d) of the California Corporations Code. The total number of outstanding shares of this Corporation is twenty five thousand (25,000). The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was one-hundred percent (100%), and the vote of approval was unanimous.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: October 8, 2013



Rose Marcario, President



Hilary Dessouky, Secretary

EXHIBIT A**I.**

The name of this Corporation is Patagonia, Inc.

**II.**

**A.** The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**B.** This Corporation is a benefit corporation.

**C.** This Corporation previously adopted the following Mission Statement: *Build the best product, cause no unnecessary harm, use business to inspire and implement solutions to the environmental crisis.*

**D.** This Corporation shall have the following specific public benefit purposes pursuant to Section 14610 of the California Corporations Code:

**1. 1% for the Planet.** Each year, this Corporation shall contribute one-percent (1%) of its annual net revenue to non-profit charitable organizations that promote environmental conservation and sustainability, as more fully described in this Corporation's bylaws. Contributions shall consist of cash, products and services, and the Corporation's expenses associated with administering its Environmental Grants Department, valued at the Corporation's cost. For purposes of this specific public benefit purpose, "net revenue" means the Corporation's total sales of goods and services and revenues from other operations, less returns, discounts and allowances.

**2. Build the Best Product with No Unnecessary Harm.** As prescribed in this Corporation's Mission Statement, this Corporation will endeavor to build the best products and cause no unnecessary harm to the planet or its inhabitants by: (a) designing and fabricating the highest quality products as defined by durability, multi-functionalism and non-obsolescence; (b) designing and fabricating products that are easily repaired and made from materials that can be reused or recycled; (c) designing and fabricating products with minimum impacts throughout the supply chain – including resource extraction, manufacturing and transportation – on water use, water quality, energy use, greenhouse gas emissions, chemical use, toxicity and waste; and (d) partnering with customers to take mutual responsibility for the life-cycle of its products, including repair, reuse and recycling.

**3. Conduct Operations Causing No Unnecessary Harm.** As prescribed in this Corporation's Mission Statement, this Corporation will conduct its operations causing no unnecessary harm by continually seeking to reduce the environmental footprint and impact of its operations in water use, water quality, energy use, greenhouse gas emissions, chemical use, toxicity and waste.

**4. Sharing Best Practices with Other Companies.** As prescribed in this Corporation's Mission Statement "to use business to inspire and implement solutions to the environmental crisis," this Corporation may share proprietary information and best practices with other businesses, including direct competitors, when the Board of Directors of this Corporation (the "Board") determines that doing so may produce a material positive impact on the environment.

**5. Transparency.** This Corporation will provide information through its website and print catalogs that describe the environmental impact of representative items across its different product lines based on the best science and data practicably available.

**6. Providing a Supportive Work Environment.** This Corporation will endeavor to provide a supportive work environment and high quality healthcare through measures, including but not limited to, providing onsite daycare at its corporate headquarters or subsidized childcare at its other facilities.

No person may bring an action under Chapter 3 of Part 13 of Division 3 of the California Corporations Code, as amended from time to time, except in a benefit enforcement proceeding, which may be commenced or maintained only by the Corporation directly or derivatively by (a) a shareholder of the Corporation, (b) a director of the Corporation or (c) a person or group of persons that owns beneficially or of record 5 percent or more of the equity interests in an entity of which the Corporation is a subsidiary.

### III.

This Corporation is authorized to issue only one class of shares of stock and the total number of shares which this Corporation is authorized to issue is 100,000.

### IV.

**A. Protective Provisions.** This Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of 100% of the outstanding shares of capital stock of this Corporation:

**1.** amend, alter or repeal any provisions of the Articles of Incorporation of this Corporation if such action would amend, modify, or delete the Mission Statement set forth in Article II or any of the specific public benefit purposes of this Corporation set forth in Article II;

**2.** authorize a merger, corporate reorganization, acquisition or sale of all or substantially all of the assets of the Corporation, unless the successor or acquiring entity is a California benefit corporation whose articles of incorporation include (i) the identical specific public benefit purposes of this Corporation set forth in Article II, and (ii) the identical provisions of this Article IV;

**3.** authorize a merger, corporate reorganization, acquisition, sale of all or substantially all of the assets, or issuance or sale of any of the capital stock of any of this

Corporation's subsidiaries, unless the successor or acquiring entity is a California benefit corporation whose articles of incorporation include (i) the identical specific public benefit purposes of this Corporation set forth in Article II, and (ii) the identical provisions of this Article IV;

4. directly or indirectly redeem, purchase or otherwise acquire, any shares of capital stock of this Corporation;

5. amend, alter or repeal any provisions of this Article IV.

**B. Redemption.** No shares of capital stock of this Corporation shall be redeemable.

## V.

Before there can be a valid sale or transfer of any of the shares of this Corporation by any holder thereof, such holder shall first offer said shares to this Corporation and then to the other holders of the common shares in the following manner:

**A.** The offering shareholder shall deliver a notice in writing by mail or otherwise to the Secretary of this Corporation stating the price, terms and conditions of such proposed sale or transfer, the number of shares to be sold or transferred, and his intention to so sell or transfer such shares. Within thirty (30) days thereafter, this Corporation shall, subject to any limitations imposed by these Articles of Incorporation or by law, have the prior right to purchase such shares so offered at the price and on the terms and conditions stated in the notice, provided, however, that this Corporation shall not at any time be permitted to purchase all of its outstanding voting shares. Should this Corporation fail to purchase the shares at the expiration of the thirty (30) day period, or prior thereto decline to purchase the shares, the Secretary of this Corporation shall, within five (5) days thereafter, mail or deliver to each of the other shareholders of record a copy of the notice given by the shareholder to the Secretary. Such notice may be delivered to the shareholders personally, or may be mailed to them at their last known address as such address may appear on the books of this Corporation. Within twenty (20) days after the mailing or delivering of the copies of the notice to the shareholders, any such shareholder or shareholders desiring to acquire any part or all of the shares referred to in the notice shall deliver by mail, or otherwise, to the Secretary of this Corporation a written offer or offers, expressed to be acceptable immediately, to purchase a specified number of such shares at the price and on the terms stated in the notice. Each such offer shall be accompanied by the purchase price therefor with authorization to pay such price against delivery of the shares.

**B.** If the total number of shares specified in the offers to purchase exceeds the number of shares to be sold or transferred, each offering shareholder shall be entitled to purchase such proportion of such shares as the number of shares of this Corporation which he holds bears to the total number of shares held by all the shareholders desiring to purchase the shares.

**C.** If all the shares to be sold or transferred are not disposed of under such apportionment, each shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase such proportion of those shares which remain thus undisposed of, as the total number of shares which he holds bears to

the total number of shares held by all of the shareholders desiring to purchase shares in excess of those to which they are entitled under such apportionment.

D. If within said twenty (20) day period, the offer or offers to purchase aggregate less than the number of shares to be sold or transferred, the shareholder desiring to sell or transfer such shares shall not be obligated to accept any such offer or offers and may dispose of all of the shares referred to in his notice to any person or persons whomsoever, provided, however, that he shall not sell or transfer such shares at a lower price or on terms more favorable to the purchaser or transferee than those specified in his notice to the Secretary of this Corporation.

## VI.

The personal liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law, as the same exists when this Article VI becomes effective and to such greater extent as California law may thereafter permit.

## VII.

This Corporation is authorized to indemnify any agent (as hereinafter defined) to the maximum and broadest extent permitted by California law, as the same exists when this Article VII becomes effective and to such greater extent as California law may thereafter permit, if and to the extent such agent becomes entitled to indemnification by bylaw, agreement, vote of shareholders or disinterested directors or otherwise. This authorization includes, without limitation, the authority to indemnify any agent in excess of that otherwise expressly permitted by Section 317 of the California Corporations Code as to action in an official capacity and as to action in another capacity while holding such office for breach of duty to this Corporation and its shareholders; provided, however, that this Corporation is not authorized to indemnify any agent for any acts or omissions from which a director may not be relieved of liability as set forth in the exceptions to paragraph (10) of Section 204(a) of the California Corporations Code or as to circumstances in which indemnity is expressly prohibited by Section 317 of the California Corporations Code. When used in this Article VII, "agent" shall have the meaning assigned to this term in Section 317 of the California Corporations Code. Each reference in this Article VII to a provision of the California Corporations Code shall mean that provision when this Article VII becomes effective and as the same may be amended thereafter from time to time, but only to the extent that such amendment would broaden or increase the scope or magnitude of permissible indemnification.